



January 1, 1999

## STATE OF MARYLAND REAL ESTATE COMMISSION

### Consent For Dual Agency

*(In this form, the word "seller" includes "landlord", "buyer" includes "tenant", and "purchase" or "sale" includes "lease.")*

#### When Dual Agency May Occur

The possibility of dual agency arises when:

- > The buyer is interested in a property listed by a real estate company; and
- > The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

#### Important Considerations Before Making a Decision About Dual Agency

- ☞ A dual agent does not exclusively represent either the seller or buyer and there may be a conflict of interest because the interests of the seller and buyer may be different or adverse.
- ☞ As a dual agent, the real estate company does not owe undivided loyalty to either the seller or buyer.

#### Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

**1. Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.

**2. Do not consent to dual agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

## Duties of a Dual Agent and Intra-Company Agent

Like other agents, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations unless the client gives consent to disclose the information. For example, a dual agent or intra-company agent may not tell the other party, or the other party's agent, without consent of the client:

- > anything the client asks to be kept confidential\*,
- > that the seller would accept a lower price or other terms,
- > that the buyer would accept a higher price or other terms,
- > the reasons why a party wants to sell or buy, or
- > that a party needs to sell or buy quickly.

\*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

## How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

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I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have

\_\_\_\_\_ act as dual agent for me as the:  
(Firm Name)

☐ seller in the sale of the property at: \_\_\_\_\_

☐ buyer in the purchase of any property listed for sale with the above-referenced firm.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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### AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The undersigned Buyer(s) hereby affirms consent to dual agency:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property location

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date